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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Cox Airparts LLC, a Kansas limited
liability company;

Plaintiff,

v.

Bruce Brown, in his individual capacity
d/b/a Arizona Aircraft Accessories; Kevin
Brown, in his individual capacity, d/b/a
Arizona Aircraft Accessories; Arizona
Aircraft Accessories LLC, Michael Polve,
in his individual capacity, and MJP
Services, LLC, an Arizona Limited
Liability Company; Warrior Enterprises,
Inc.,

Defendants.

Case No.:

COMPLAINT

(Jury Trial Demanded)

1 Plaintiff Cox Airparts LLC (“Cox Airparts”) for its Complaint against the
2 Defendants Keven Brown, Bruce Brown, Arizona Aircraft Accessories, Arizona
3 Aircraft Accessories, LLC, Michael Polve, MJP Services, LLC, Warrior Enterprises,
4 Inc., alleges as follows:

5
6 **NATURE OF THE CASE**

7 1. This is an action for breach of contract, breach of the implied covenant
8 of good faith and fair dealing, unjust enrichment, and negligent and fraudulent
9 inducement to a contract, and civil conspiracy under the common law of the State of
10 Arizona.

11
12 **THE PARTIES**

13 2. Plaintiff, Cox Airparts, LLC, is a Kansas limited liability company with
14 a place of business and mailing address of 3707 W. 30th St., Wichita, Kansas 67217.

15 3. On information and belief, Defendant Bruce Brown is an adult
16 individual who at relevant times was residing in Maricopa County Arizona with a
17 mailing address of 566 E. Germann Rd., Suite 101, Gilbert, AZ 85297.

18 4. On information and belief, Defendant Kevin Brown is an adult
19 individual who at relevant times was residing in Maricopa County Arizona with a
20 mailing address of 3442 E. Amber Lane, Gilbert AZ 85296.

21 5. On information and belief, Arizona Aircraft Accessories (“AAA”) is a
22 d/b/a of Defendants Kevin Brown and Bruce Brown with a place of business at 566 E.
23 Germann Rd., Suite 101, Gilbert, AZ 85297.

24 6. On information and belief, Arizona Aircraft Accessories, LLC (“AAA
25 LLC”) is an Arizona limited liability company with an address of 7722 E. Velocity
26 Way, Mesa AZ 85212.

1 15. This Court has personal jurisdiction over Kevin Brown, Bruce Brown,
2 d/b/a AAA, and AAA, LLC, through contractual agreement to *in personam*
3 jurisdiction and venue in this Court.

4 16. This Court has personal jurisdiction over the Defendant Michael Polve
5 because he resides withing Maricopa County, Arizona, and because he committed acts
6 within this State in violation of Plaintiff's rights under Arizona common law.

7 17. This Court has personal jurisdiction over the Defendant MJP Services,
8 LLC, since it is an Arizona limited liability company with a place of business within
9 Maricopa County, Arizona, and because it committed acts within this State in
10 violation of Plaintiff's rights under Arizona common law

11 18. This Court has personal jurisdiction over Defendant Warrior
12 Enterprises, Inc., since it is or was an Arizona corporation, and had a place of
13 business in Maricopa County, Arizona, and because it committed acts within this
14 State in violation of Plaintiff's rights under Arizona common law.

15
16 **FACTS COMMON TO ALL COUNTS**

17 **AAA, LLC sale to Midwest Aerospace LTD, LLC**

18 19. On information and belief, the Brown Defendants d/b/a/ AAA, were at
19 all times relevant to the acts alleged in this Complaint, the principals, owners,
20 members, and managers of AAA, LLC. Defendants Bruce and Kevin Brown, AAA,
21 and AAA, LLC are referred to collectively herein as the "Brown Defendants."

22 20. On information and belief, in April 2020, the Brown Defendants
23 contacted Plaintiff and indicated they wanted to sell their assets relating to the Piper
24 Aircraft Corporation Piper PA-46 Series fixed-wing aircraft to focus on servicing
25 helicopter transmissions and other related equipment.

26 21. On information and belief, the Brown Defendants and Plaintiff
27 continued discussions and negotiations regarding the Brown Defendants' PA-46
28 assets on and off from April 2020-March 2021.

1 29. On information and belief, the Asset Purchase Agreement memorializes
2 that the Brown Defendants sold, conveyed, granted, transferred, or assigned to
3 Plaintiff for four-hundred thousand dollars (\$400,000), all right, title and interest to (i)
4 the assets related to the production, overhaul, and repair of hydraulic components for
5 Piper Malibu, Mirage, or Meridian aircraft, (ii) documentation possessed and used by
6 the Brown Defendants comprising a list of suppliers, drawings, specifications and
7 supplier contact information in the production, overhaul and/or repair of hydraulic
8 component parts and inventory for aircraft, and internal documentation used by the
9 Brown Defendants in the production of component parts inventory and the overhaul
10 and repair of hydraulic components and actuators, which expressly included
11 Approved Repair Processes, Overhaul/Repair Manuals, Technical Data and Drawings
12 (the “Purchased Assets”).

13 30. Plaintiff paid, and the Brown Defendants received, \$400,000 by wire
14 transfers of \$15,000, \$165,000, \$35,000, \$30,000, \$25,000, \$30,000, \$50,000, and
15 \$50,000. True and correct copies of the wire transfer orders are attached to the
16 attached to the Cox Declaration as **exhibit A4**.

17 31. Plaintiff wired \$50,000 to Defendant Warrior Enterprises, Inc, on Nov.
18 18, 2020, and on information and belief, it transferred that money to the Brown
19 Defendants.

20 32. Plaintiff wired to Defendant MJP Services, LLC, \$50,000 on January
21 27, 2021, \$30,000 on February 25, 2021, \$25,000 on March 19, 2021, \$30,000 on
22 March 26, 2021, \$35,000 on March 31, 2021, \$165,000 on March 31, 2021, and
23 \$15,000 on April 1, 2021, and on information and belief, it transferred some or all that
24 money to the Brown Defendants.

25 33. On information and belief, the Brown Defendants agreed in the Asset
26 Purchase Agreement that as of March 31, 2021, (the “Closing Date”), that the
27 Purchased Assets shall be the sole property of Plaintiff without regard to whether
28 patent, copyright, or other legal protection is or has been sought, and that title to the

1 Purchased Assets, including FAA approvals or other rights related thereto vested with
2 Plaintiff.

3 34. On information and belief, the Brown Defendants covenanted in the
4 Asset Purchase Agreement to deliver to Plaintiff a five (5) year non-compete, non-
5 solicitation agreement and confidentiality agreement.

6 35. On information and belief, conditions necessary to trigger Plaintiff's
7 obligation to close on the Purchased Assets included, but was not limited to the
8 Brown Defendants' representations of: their ability to convey the Purchased Assets
9 free and clear of any encumbrances of any kind; an express affirmation of the
10 representations made in the Asset Purchase Agreement; and a promise to deliver the
11 executed non-compete, non-solicitation agreement and confidentiality agreement. See
12 id.

13 36. On information and belief, the Asset Purchase Agreement identifies
14 "Arizona Aircraft Accessories" as the contracting party or the "Seller" and does not
15 identify "Arizona Aircraft Accessories, LLC."

16 37. On information and belief, the Asset Purchase Agreement expressly
17 represents that the Purchased Assets are free and clear of any restrictions whatsoever
18 and that the Plaintiff would receive good and marketable title to the Purchased Assets.

19 38. On information and belief, the Brown Defendants expressly represented
20 that the covenants or agreements made by them pursuant to the Asset Purchase
21 Agreement were not inconsistent with any agreement, restriction, or obligations of the
22 Brown Defendants.

23 39. On information and belief, the entire Asset Purchase Agreement and
24 specifically the preamble, recitations, and signature sections identify "Arizona
25 Aircraft Accessories" as the contracting party or seller, do not identify or disclose that
26 "Arizona Aircraft Accessories, LLC" is the contracting party, and the Brown
27 Defendants signed their names in their individual capacities, rather than as members
28 or managers of AAA, LLC.

1 the Plaintiff's business related to the Purchased Assets and a Hydraulic Components
2 List that is attached to the Noncompetition Agreement, nor would they solicit any
3 customer of the Plaintiff for the benefit of a third party that competes with Plaintiff.

4 47. On information and belief, the Noncompetition Agreement text
5 "directly or indirectly engage in any business" includes but is not limited to,
6 performing work as a contractor for a third party.

7 48. On information and belief, the Brown Defendants and AAA covenanted
8 in the Noncompetition Agreement that that they shall not at any time within five (5)
9 years from the date of this Noncompetition Agreement solicit (or attempt to solicit)
10 induce (or attempt to induce), cause or facilitate any supplier of services or products
11 to the Plaintiff to terminate or change his, her or its relationship with Plaintiff, or
12 otherwise interfere with any relationship between the Plaintiff and any of the
13 Plaintiff's suppliers of services or products.

14 49. On information and belief, the Brown Defendants and AAA agreed
15 they would not at any time directly or indirectly copy, disseminate or use, for their
16 personal benefit or the benefit of any third party, any of the FAA processes and
17 approvals sold to Plaintiff by the Asset Purchase Agreement except as may be (i)
18 required by law or (ii) as authorized in writing by Plaintiff.

19 50. On information and belief, the Brown Defendants and AAA did
20 stipulate to the confidentiality and materiality of this information, and that it is and
21 shall continue to be the exclusive proprietary property of Plaintiff, and further
22 acknowledged and agreed that any default or breach by them under this Agreement
23 will cause damage to Company in an amount difficult to ascertain and that in addition
24 to any other relief to which Plaintiff may be entitled, Plaintiff shall be entitled to such
25 injunctive relief as may be ordered by any court of competent jurisdiction including,
26 but not limited to, an injunction restraining any violation of this Agreement and
27 without the proof of actual damages.

28

1 A true and correct copy of the Hydraulic Deal-Mead Aircraft and supporting emails
2 from the Brown Defendants are attached to the Cox Declaration as **exhibit A5**.

3 55. On information and belief, Defendant Kevin Brown knew or should
4 have known that the Hydraulic Deal-Mead Aircraft comprises an offer to sell to
5 MEAD Plaintiff's Purchased Assets possessed by the Brown Defendants on the
6 Closing Date.

7 56. On information and belief, Defendant Kevin Brown knew or should
8 have known that the Hydraulic Deal-Mead Aircraft offer directly or indirectly
9 competes with Plaintiff's business related to the production, overhaul and repair of
10 hydraulic components for the Piper Malibu, Mirage, or Meridian brand aircraft.

11 57. On information and belief, and information and belief, Defendant
12 Brown knew or should have known that the Hydraulic Deal-Mead Aircraft violates
13 both the Asset Purchase Agreement and the Noncompetition Agreement.

14
15 **Defendants' Work for Midwest Aerospace LTD AZ**

16 58. On information and belief, Midwest Aerospace LTD of AZ
17 ("MIDWEST") performs repair and overhaul work on aircraft, including repair and
18 overhaul work on Piper Malibu, Mirage, or Meridian brand aircraft.

19 59. On information and belief, Defendant Bruce Brown and Defendant
20 Kevin Brown worked as employees, contractors, or agents, for MIDWEST since after
21 the Asset Purchase Agreement and the Noncompetition Agreement.

22 60. On information and belief, Defendant Michael Polve worked as an
23 employee or contractor for the Brown Defendants.

24 61. On information and belief, Defendant Bruce Brown, Defendant Kevin
25 Brown remain working as employees, contractors, or agents for MIDWEST and have
26 done so since after the Asset Purchase Agreement and the Noncompetition
27 Agreement.

28

1 62. On information and belief, Defendant Bruce Brown and Defendant
2 Kevin Brown performed repair or overhaul work for MIDWEST on aircraft parts for
3 use in Piper Malibu, Mirage, or Meridian brand aircraft.

4 63. On information and belief, Defendant Michael Polve performed repair
5 or overhaul work for MIDWEST on behalf of the Brown Defendants on aircraft parts
6 for use in Piper Malibu, Mirage, or Meridian brand aircraft

7 64. On information and belief, Defendant Bruce Brown and Defendant
8 Kevin Brown have performed repair or overhaul work for MIDWEST on aircraft parts
9 listed on the Hydraulic Components List, and had work performed by Defendant
10 Michael Polve on their behalf for MIDWEST on aircraft parts listed on the Hydraulic
11 Components List. True and correct copies of Authorized Release Certificates on
12 which at least one of the Brown Defendants or Michael Polve have performed repair
13 or overhaul work are attached to the Cox Declaration as **exhibit A7**.

14 65. On information and belief, Defendant Bruce and Defendant Kevin
15 Brown repair or overhaul services for MIDWEST comprises the unlicensed use of
16 Plaintiff's Purchased Assets.

17 66. On information and belief, Defendant Bruce and Defendant Kevin
18 Brown repair or overhaul work for MIDWEST directly or indirectly competes with
19 Plaintiff's business related to the production, overhaul and repair of hydraulic
20 components for the Piper Malibu, Mirage, or Meridian brand aircraft.

21 67. On information and belief, Defendant Bruce and Defendant Kevin
22 Brown knew or should have known that performance of repairs or overhaul work for
23 MIDWEST on aircraft parts for use in Piper Malibu, Mirage, or Meridian brand
24 aircraft was in violation of both the Asset Purchase Agreement and the
25 Noncompetition Agreement.

26 68. On information and belief, Defendant Bruce and Defendant Kevin
27 Brown knew or should have known that the agreement offered in the Hydraulic Deal-
28

1 Mead Aircraft violates their covenants in both the Asset Purchase Agreement and the
2 Noncompetition Agreement.

3 4 Sales to Malibu Aerospace

5 69. On information and belief, Malibu Aerospace (“MALIBU”) performs
6 servicing, repair and overhaul work on Piper Malibu, Mirage, or Meridian brand
7 aircraft.

8 70. On information and belief, the Brown Defendants and AAA have since
9 after signing the Asset Purchase Agreement and Noncompetition Agreement, have
10 serviced, overhauled, or sold, or performed, and are currently performing, repair or
11 overhaul services on aircraft parts for sale to MALIBU for use in Piper Malibu,
12 Mirage, or Meridian brand aircraft or are directly or indirectly engaged in business
13 that overhauls or repairs aircraft parts on the Hydraulic Components List.

14 71. On information and belief, since after signing the Asset Purchase
15 Agreement and Noncompetition Agreement, the Brown Defendants and AAA have
16 been compensated for servicing, overhauling, or selling the following aircraft parts to
17 MALIBU which are aircraft parts for use in Piper Malibu, Mirage, or Meridian brand
18 aircraft or are on the Hydraulic Components List:

19	20 <u>Part nos.</u>	21 <u>Description</u>	22 <u>Price (\$)</u>
23	89075-0190VH	1 Parker Main Gear Actuator, Overhauled	2550
24	89075-020QVH	1 Parker Main Gear Actuator, Overhauled	2550
25	102557-0030VH	Sequence Valve, Overhauled	1950
26	83642-2	Nose landing gear actuator Gar Kenyon, Overhauled	2125
27	83769-3-E	NG door actuator	850

28 True and correct copies of purchase orders by Malibu Aerospace to Arizona Aircraft
Accessories are attached to the attached to the Cox Declaration as **exhibit A6**.

1 72. On information and belief, the Brown Defendants' repair, overhaul
2 services or sales to MALIBU comprises the unlicensed use of Plaintiff's Purchased
3 Assets.

4 73. On information and belief, the Brown Defendants' repair or overhaul
5 work and sales to MALIBU directly or indirectly competes with Plaintiff's business
6 related to the production, overhaul, and repair of hydraulic components for the Piper
7 Malibu, Mirage, or Meridian brand aircraft.

8 74. On information and belief, the Brown Defendants knew or should have
9 known that the performed repairs or overhaul work for MALIBU on aircraft parts for
10 use in Piper Malibu, Mirage, or Meridian brand aircraft was in violation of the Asset
11 Purchase Agreement and/or the Noncompetition Agreement.

12 75. On information and belief, and information and belief, Defendant
13 Brown knew or should have known that the Hydraulic Deal-Mead Aircraft violates
14 both the Asset Purchase Agreement and the Noncompetition Agreement.

15
16 **Part Sales "Cores" and "Green Tweed Seals"**
17 **from Arizona Aircraft Accessories, LLC**

18 76. On information and belief, Asset Purchase Agreement obligated the
19 Brown Defendants to transfer to Plaintiff all right and title to the Purchased Assets
20 possessed by them on the Closing Date, which included the Brown Defendants'
21 interest in all aircraft parts related to the production, overhaul, and repair of hydraulic
22 components for Piper Malibu, Mirage, and Meridian brand aircraft and possessed by
23 the Brown Defendants at closing of the Asset Purchase Agreement.

24 77. On information and belief, the Brown Defendants possessed on the
25 Closing Date, Purchased Assets parts related to the production, overhaul, and repair of
26 hydraulic components for Piper Malibu, Mirage, and Meridian brand aircraft, but did
27 not transfer the aircraft parts to Plaintiff.

28

78. On information and belief, as of the Closing Date, the Brown Defendants possessed the following aircraft parts or listed on Arizona Aircraft Accessories, LLC sales invoice #5662 dated May 26, 2021.

<u>Part nos.</u>	<u>Quantity & Price Per Unit (\$)</u>	<u>Price (\$)</u>
102559-004/1FA13059-3 Hyd Power Pack	2 x 3,000	6,000
102559-003/1FA13059-2 Hyd Power Pack	1 x 3,000	3,000
102552-004/1FA10063-3 Nose Gear Actuator	1 x 2,500	2,500
102551-004/1FA10064-3 2 Main Gear Actuator	2 x 1,500	3000
102558-3/1FA10062-2 Gear Door Actuator	1 x 1,000	1000
102558-004/1FA10062-2 Gear Door Actuator	1 x 1500	1500
PARTS/MAINTENANCE Reservoirs for the freebie power pack	10 x 0.0	0
	Total	17,000

79. On information and belief, the Brown Defendants intended to and did mislead the Plaintiff that it would transfer the Purchased Assets without additional consideration as required by the Asset Purchase Agreement.

80. A true and correct copy of the Arizona Aircraft Accessories, LLC sales invoice #5662 dated May 26, 2021, is attached to the Cox Declaration as **exhibit A8**.

81. On information and belief, instead of transferring without additional consideration as required by the Asset Purchase Agreement, the Brown Defendants, AAA and Arizona Aircraft Accessories, LLC, offered to sell and ship the aircraft

1 parts related to the production, overhaul, and repair of hydraulic components for Piper
 2 Malibu, Mirage, and Meridian brand aircraft possessed by the Brown Defendants at
 3 closing of the Asset Purchase Agreement to Plaintiff for sum of seventeen-thousand
 4 dollars (\$17,000), as reflected on Arizona Aircraft Accessories, LLC, invoice #5662
 5 dated May 26, 2021.

6 82. Plaintiff accepted the Brown's offer and at the Brown Defendants'
 7 request, Plaintiff wired Defendant MJP Services, LLC, twenty-thousand dollars
 8 (\$20,000) consideration for the aircraft parts listed on Arizona Aircraft Accessories,
 9 LLC sales invoice #5662. A true and correct copy of the wire transfer order is
 10 attached to the Cox Declaration as **exhibit A9**.

11 **Misrepresentation Regarding Green Tweed Seals**

12 83. On information and belief, the Brown Defendants represented that they
 13 had purchased Green Tweed brand aircraft component seals (the "Green Tweed
 14 Seals") that they would transfer to Plaintiff at their cost.

15 84. On information and belief, Defendants altered the Green Tweed & Co.,
 16 purchase order and mislead the Plaintiff as to the per unit pricing of the seals. True
 17 and correct copies of the original Green Tweed & Co. purchase order and the altered
 18 purchase order are attached to the Cox Declaration as **exhibits A10-1, A10-2**

19 85. On information and belief, the Brown Defendants sold Green Tweed
 20 brand aircraft component seals (the "Green Tweed Seals") to Plaintiff comprising

Green Tweed Description	Quantity	Amount total (\$)
7217MT-161-P2	50 AGT RING	6845
7212FT-161-P2	100 AGT RING	12,3000
		19145

21
 22
 23
 24
 25
 26
 27 86. Plaintiff paid \$19,145 to Defendant MJP Services, LLC, for the Green
 28 Tweed Seals

1 87. On information and belief, Defendant MJP Services, LLC, transferred
2 some or all the funds to the Brown Defendants.

3 88. On information and belief, the Brown Defendants have not transferred
4 or shipped the aircraft parts listed on Arizona Aircraft Accessories, LLC sales invoice
5 #5662, nor have the Defendants refunded the twenty-thousand dollars (\$20,000)
6 consideration that Plaintiff paid for the aircraft parts.

7 89. On information and belief, the Brown Defendants intended to and did
8 mislead the Plaintiff that it would sell the aircraft parts listed on Arizona Aircraft
9 Accessories, LLC sales invoice #5662.

10
11 **Part Sales “Polve Gar Kenyon Cores” from Brown Defendants**

12 90. On information and belief, on the Closing Date of the Asset Purchase
13 Agreement, the Brown Defendants possessed additional aircraft parts comprising
14 Purchased Assets.

15 91. On information and belief, the Brown Defendants possessed the
16 following aircraft parts on the Closing Date that covered by the Asset Purchase
17 Agreement but failed to transfer the parts to the Plaintiff: Gar Kenyon Power pack,
18 Main Gear, Nose Gear, Flap Selector, Gear Selector and Pressure Switch (the “Polve
19 Gar Kenyon Cores”).

20 92. On information and belief, the Brown Defendants instead offered to sell
21 the Polve Gar Kenyon Cores to Plaintiff for eight thousand dollars (\$8,000).

22 93. On information and belief, Defendant Kevin Brown misrepresented that
23 the parts instead belonged to Defendant Michael Polve, whose sister-in-law was
24 murdered over drugs and that she had three surviving children, and Defendant Polve
25 needed money for costs. True and correct copies of text messages between Defendant
26 Kevin Brown and Plaintiff are attached to the Cox Declaration as **exhibit A11**.

27 94. Plaintiff wired eight thousand dollars (\$8,000) to Defendant Kevin
28 Brown’s bank account for the Polve Gar Kenyon Cores.

1 95. On information and belief, the Brown Defendants and Defendant Polve
2 knew the Polve Gar Keyon Cores comprised Purchased Assets and intended to and
3 did mislead the Plaintiff into purchasing assets that should have been delivered to
4 Plaintiff under the Asset Purchase Agreement.

5
6 **COUNT I – BREACH OF CONTRACT**

7 (brown Defendants)

8 96. Plaintiff incorporates and re-alleges the preceding paragraphs of this
9 Complaint, as though fully alleged herein.

10 97. The Brown Defendants breached the Asset Purchase Agreement and the
11 Noncompetition Agreement when they offered to sell Plaintiff's Purchased Assets,
12 aircraft parts for use in Piper Malibu, Mirage, or Meridian brand aircraft, or aircraft
13 parts listed on the Hydraulic Components List aircraft parts to MEAD under the
14 Hydraulic Deal-Mead Aircraft.

15 98. The Brown Defendants breached the Asset Purchase Agreement and the
16 Noncompetition Agreement when they used Plaintiff's Purchased Assets without
17 license, performed repair or overhaul work on aircraft parts for use in Piper Malibu,
18 Mirage, or Meridian brand aircraft, or on aircraft parts listed on the Hydraulic
19 Components List, for MIDWEST.

20 99. The Brown Defendants breached the Asset Purchase Agreement and the
21 Noncompetition Agreement when they used Plaintiff's Purchased Assets without
22 license, performed repair or overhaul work for MALIBU on aircraft parts for use in
23 Piper Malibu, Mirage, or Meridian brand aircraft, or on aircraft parts listed on the
24 Hydraulic Components List.

25 100. The Brown Defendants breached the Asset Purchase Agreement and the
26 Noncompetition Agreement by refusing to ship to Plaintiff aircraft parts listed on
27 Arizona Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021.

28

1 Malibu, Mirage, or Meridian brand aircraft, or on aircraft parts listed on the Hydraulic
2 Components List of the Noncompetition Agreement, for MIDWEST.

3 107. The Brown Defendants breached the covenant of good faith and fair
4 dealing by, among other things, by their refusal to ship to Plaintiff aircraft parts listed
5 on Arizona Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021, as part of
6 the Purchased Assets.

7 108. The Brown Defendants breached the covenant of good faith and fair
8 dealing by, among other things, by their refusal ship aircraft parts sold to Plaintiff for
9 seventeen-thousand dollars (\$17,000) and reflected on Arizona Aircraft Accessories,
10 LLC, invoice #5662 dated May 26, 2021.

11 109. The Brown Defendants breaches of the covenant of good faith and fair
12 dealing caused Plaintiff damages in amounts to be proven at trial.

13
14 **COUNT III – UNJUST ENRICHMENT**

15 (All Defendants)

16 110. Plaintiff incorporates and re-alleges the preceding paragraphs of this
17 Complaint, as though fully alleged herein.

18 111. The Brown Defendants have unjustly received the full benefit of the
19 Asset Purchase Agreement, the Noncompetition Agreement, or the agreement to ship
20 to Plaintiff aircraft parts listed on Arizona Aircraft Accessories, LLC, invoice #5662
21 dated May 26, 2021, and were the cause of or reason why the Plaintiff has not
22 received its benefit of the same agreements and to which it is entitled.

23 112. It would be unjust to allow the Brown Defendants to retain the benefit
24 of the Asset Purchase Agreement, the Noncompetition Agreement, or the agreement
25 to ship to Plaintiff aircraft parts listed on Arizona Aircraft Accessories, LLC, invoice
26 #5662 dated May 26, 2021 without commensurate compensation to Plaintiff.

27 113. The Brown Defendants impaired or deprived the Plaintiff from receipt
28 of the benefits of the Asset Purchase Agreement and the Noncompetition Agreement

1 by, among other things, continued use Plaintiff's Purchased Assets without license in
2 performance of repair or overhaul work on aircraft parts for use in Piper Malibu,
3 Mirage, or Meridian brand aircraft, or on aircraft parts listed on the Hydraulic
4 Components List, for MALIBU.

5 114. The Brown Defendants impaired or deprived the Plaintiff from receipt
6 of the benefits of the Asset Purchase Agreement and the Noncompetition Agreement
7 by, among other things, continued use of Plaintiff's Purchased Assets without license
8 in performance of repair or overhaul work on aircraft parts for use in Piper Malibu,
9 Mirage, or Meridian brand aircraft, or on aircraft parts listed on the Hydraulic
10 Components List, for MIDWEST.

11 115. The Brown Defendants impaired or deprived the Plaintiff from receipt
12 of the benefits of the Asset Purchase Agreement and the Noncompetition Agreement
13 by, among other things, their refusal to ship to Plaintiff aircraft parts listed on Arizona
14 Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021, as part of the
15 Purchased Assets.

16 116. All Defendants impaired or deprived the Plaintiff from receipt of the
17 benefits of the agreement to sell and ship aircraft parts to Plaintiff for seventeen-
18 thousand dollars (\$17,000) and reflected on Arizona Aircraft Accessories, LLC,
19 invoice #5662 dated May 26, 2021, when they received payment of twenty-thousand
20 dollars (\$20,000) but failed to ship the parts to Plaintiff.

21 117. In the event that the Plaintiff has no other legal remedy, the Defendants
22 have been unjustly enriched by the transactions pled herein and at the expense of the
23 Plaintiff in amounts to be proven at trial.

24
25 **COUNT IV – NEGLIGENT INDUCEMENT OF A CONTRACT**

26 (Brown Defendants)

27 118. Plaintiff incorporates and re-alleges the preceding paragraphs of this
28 Complaint, as though fully alleged herein.

1 119. The Brown Defendants provided false information to Plaintiff without
2 regard to whether the information was true or false, or omitted material information
3 from Plaintiff, to induce the Plaintiff to enter into the Asset Purchase Agreement, the
4 Noncompetition Agreement, and/or the agreement to sell and ship aircraft parts to
5 Plaintiff for seventeen-thousand dollars (\$17,000) and reflected on Arizona Aircraft
6 Accessories, LLC, invoice #5662 dated May 26, 2021.

7 120. The Brown Defendants had a duty to disclose that it had offered to sell
8 or did sell AAA or AAA, LLC, to Midwest Aerospace LTD, LLC, prior to or during
9 their negotiations with the Plaintiff to purchase AAA or AAA, LLC.

10 121. The Brown Defendants neglected to inform the Plaintiff that it had
11 offered to sell and did sell AAA or AAA, LLC to Midwest Aerospace LTD, LLC,
12 prior to or during negotiations with the Plaintiff to purchase AAA or AAA, LLC, in
13 the Asset Purchase Agreement.

14 122. The Plaintiff would not have entered into the Asset Purchase
15 Agreement, Noncompetition Agreement, or the agreement to sell and ship aircraft
16 parts to Plaintiff for seventeen-thousand dollars (\$17,000) and reflected on Arizona
17 Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021, had Plaintiff known
18 that the Brown Defendants had offered to sell and did sell AAA or AAA, LLC to
19 Midwest Aerospace LTD, LLC,

20 123. Plaintiff was justified in relying on the false information or omissions of
21 the Brown Defendants when it entered into the Asset Purchase Agreement and the
22 Noncompetition Agreement.

23 124. Plaintiff seeks an award of damages to be proven at trial or an order
24 from this Court rescinding the Asset Purchase Agreement, the Noncompetition
25 Agreement, and the agreement to sell and ship aircraft parts to Plaintiff for seventeen-
26 thousand dollars (\$17,000) and reflected on Arizona Aircraft Accessories, LLC,
27 invoice #5662 dated May 26, 2021, and a return of all consideration paid by Plaintiff
28 under the agreements.

COUNT V – FRAUDULENT INDUCEMENT OF A CONTRACT

(Brown Defendants)

125. Plaintiff incorporates and re-alleges the preceding paragraphs of this Complaint, as though fully alleged herein.

126. The Brown Defendants, by their communications and actions, represented that they had and would continue to have title to AAA or AAA, LLC, or the assets of either, or were entitled to enter into the Asset Purchase Agreement.

127. The Brown Defendants made the representation either with the knowledge that such representation was false or with reckless disregard as to its truth.

128. The Brown Defendants made the representation with the intent of inducing the Plaintiff to enter into the Asset Purchase Agreement.

129. The Plaintiff reasonably relied on the misrepresentation when entering into the Asset Purchase Agreement.

130. The Brown Defendants' misrepresentation caused damages to the Plaintiff in an amount to be proven at trial.

131. Plaintiff seeks an award of damages or an order from this Court rescinding the Asset Purchase Agreement, the Noncompetition Agreement, and the agreement to sell and ship aircraft parts to Plaintiff for seventeen-thousand dollars (\$17,000) and reflected on Arizona Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021, and a return of all consideration paid by Plaintiff under the agreements.

COUNT VI – CIVIL CONSPIRACY

132. Plaintiff incorporates and re-alleges the preceding paragraphs of this Complaint, as though fully alleged herein.

133. The Brown Defendants, agreed to misrepresent that they still held title to AAA, LLC, as of the Closing Date; their intent or promise to transfer to Plaintiff all

Purchased Assets possessed as of the Closing Date and agreed to separately offer to sell Plaintiff the assets it was entitled to under the Asset Purchase Agreement.

134. The Brown Defendants, agreed to misrepresent their intent or promise to cease conduct prohibited by the Noncompetition Agreement and agreed to continue conduct prohibited by the Noncompetition Agreement.

135. The Brown Defendants conspiracy caused damages to the Plaintiff in an amount to be proven at trial.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court enter judgment in his favor and against each Defendant as follows:

1. For an order against each of the Brown Defendants jointly and severally that each be preliminarily and permanently enjoined from
 - a. continued or future use of Purchased Assets as defined by the Asset Purchase Agreement, whether the use is for itself or third parties, and
 - b. continued or future engagement of any business conduct prohibited under the Noncompetition Agreement;
2. For an award against each Defendant jointly and severally for Plaintiff's actual, compensatory, expectation, general, and specific damages in an amount to be proven at trial, with pre- and post-judgment interest,
3. Or, as alternative relief, an order from this Court rescinding the Asset Purchase Agreement, the Noncompetition Agreement, and the agreement to sell and ship aircraft parts to Plaintiff as reflected on Arizona Aircraft Accessories, LLC, invoice #5662 dated May 26, 2021, and a return of all consideration paid by Plaintiff under the agreements; and
4. For an award against each Defendant jointly and severally for Plaintiff's costs and disbursements incurred and accruing costs.

CERTIFICATE OF SERVICE

☐ I hereby certify that on _____, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Name	Email Address

☐ I hereby certify that on Month Day, Year, I served the attached document by CERTIFIED MAIL on the following, who are not registered participants of the CM/ECF System:

Name	Physical or Email Address

s/ Michael F. Campillo